



**CITY OF COLLEGE PARK, MARYLAND**

**REQUEST FOR QUALIFICATIONS CP-14-02  
FARMERS MARKET MASTER  
(Downtown College Park Farmers Market and  
Hollywood Farmers Market)**

**Issued by:**

**Department of Planning, Community, and Economic Development  
City of College Park, Maryland  
4500 Knox Road  
College Park, MD 20740**

**Telephone: 240-487-3538  
Fax: 301-887-0558**

**Issue Date: February 18, 2014  
Submittal Due Date: March 10, 2014 at 4:00 p.m.**

The City of College Park, Maryland is seeking proposals from interested and qualified firms or individuals to act as market master for the Downtown College Park Farmers Market and the Hollywood Farmers Market and to manage in-season operations at the markets on site. Services shall be provided under a contract with the City of College Park. Total contract price for each annual market season includes market day activity plus an hourly charge for meetings with City staff and/or Hollywood Farmers Market Board of Directors.

Copies of the RFQ package, including a scope of work, submission requirements, and affidavits, may be downloaded from the City's website at [www.collegeparkmd.gov](http://www.collegeparkmd.gov). From the home page, click on the Government tab then Bids & RFP's. Requests for printed copies should be directed to the Planning Department, 4500 Knox Road, College Park, Maryland 20740, Monday-Friday 9:00 a.m.-5:00 p.m. (telephone 240-487-3538).

Proposals in response to this RFQ may be submitted in hard copy or electronically, in accordance with the requirements specified in the RFQ. Hard copy submissions should be marked Farmers Market Master **RFQ CP-14-02** and delivered to the Finance Department, City of College Park, 4500 Knox Road, College Park, Maryland 20740-3390, no later than **March 10, 2014, at 4:00 p.m.** Electronic submissions will be accepted via e-mail to [mstiefvater@collegeparkmd.gov](mailto:mstiefvater@collegeparkmd.gov) with the same deadline.

The City of College Park is an Equal Opportunity Employer. Employment decisions are made without regard to race, color, religion, national origin, sex, ancestry, marital status, age, sexual orientation, gender identity, disability, or any other legally-protected characteristic.

The City reserves the right to reject any and all proposals in the best interest of the City.

The contact person for this solicitation is Michael Stiefvater, Economic Development Coordinator telephone 240-487-3543, FAX 301-887-0558, e-mail: [mstiefvater@collegeparkmd.gov](mailto:mstiefvater@collegeparkmd.gov).

**Introduction:**

The City of College Park is seeking qualifications and expressions of interest for an independent contractor to act as market master for the Downtown College Park Farmers Market ("DCPFM") and the Hollywood Farmers Market ("HFM") to manage in-season operation of the markets on site. Services shall be provided under a contract with the City of College. Respondents may be individuals or corporate entities. Total contract price for each annual market season includes market day activity plus an hourly charge for meetings with City staff and/or HFM Board of Directors.

**City Contact:**

Michael Stiefvater, Economic Development Coordinator  
Department of Planning, Community, and Economic Development  
City of College Park  
4500 Knox Road  
College Park, MD 20740

Telephone: 240-487-3543  
Fax: 301-887-0558  
E-mail: mstiefvater@collegeparkmd.gov

**About the Markets:**

The DCPFM is entering its fourth year of operation and there are currently fourteen vendors signed up for the 2014 season. The market is open from April to November and is held each Sunday from 10:00a.m. to 2:00p.m. The market is located in the City Hall parking lot at 4500 Knox Road, College Park, MD 20740. The market is overseen by the City of College Park's Economic Development Coordinator, or other assigned employee.

The HFM is entering its second year of operation and there are currently twenty vendors signed up for the 2014 season. The market will be open from April 12<sup>th</sup> to November and is held each Saturday from 9:00am to 1:00pm. The market is located in the parking lot of the Hollywood Shopping Center (with MOMs and REI) at 9801 Rhode Island Avenue, College Park, MD 20740. The market is overseen by the HFM Board of Directors ("HFM Board"), which is comprised of resident volunteers.

**Contract Term:**

The contract term is from award of contract in early 2014 through the markets' close in late November 2014. Annual renewals of up to two additional years at the City's option.

**Scope of Services:**

The scope of services outlined below is to be used as a general guide and is not intended to be a complete list of tasks necessary to complete the market master role. Selection of vendors is not part of the scope of services.

*On-Site Market Management for DCPFM*

- Manage on-site and personally attend the weekly markets, which run from early April to late November, opening at 10:00a.m. and closing at 2:00p.m. each Sunday to include set up and break down, vendor placement and management, security, parking, removal of trash, litter, and recycling. Approximately 31 market days per season.
- Manage an information tent at the weekly market.
- To the extent possible ensure compliance by the market and by all vendors with all applicable government rules and regulations, as well as the market's operational guidelines; during market operation, resolve on-site vendor and customer issues; and coordinate with

the City to resolve any ongoing issues. The final authority to retain or discharge market vendors lies with the City.

- Prepare and communicate monthly reports to the City detailing participation numbers, customer suggestions and complaints, and any other information requested by City staff. .
- Coordinate events on the market day including cooking demonstrations, contests, music performances, and games. Arrangements for these events will be made prior to the market day by City staff.
- Meet with City staff as necessary.

#### *On-Site Market Management for HFM*

- Manage on-site and personally attend the weekly markets, which run from early April to late November, opening at 9:00a.m. and closing at 1:00pm each Saturday (HFM) to include set up and break down, vendor placement and management, security, parking, removal of trash, litter, and recycling. Approximately 33 market days per season.
- Manage an information tent at the weekly market.
- To the extent possible ensure compliance by the market and by all vendors with all applicable government rules and regulations, as well as the market's operational guidelines; during market operation, resolve on-site vendor and customer issues; and coordinate with the HFM Board to resolve any ongoing issues. The final authority to retain or discharge market vendors lies with the HFM Board of Directors.
- Prepare and communicate monthly reports to City staff and the HFM Board detailing participation numbers, customer suggestions and complaints, and any other information requested by City staff and the HFM Board.
- Coordinate events on the market day including cooking demonstrations, contests, music performances, and games. Arrangements for these events will be made prior to the market day by the HFM Board.
- Meet with City staff and the HFM Board as necessary.

#### **Submittal Requirements:**

To be considered for this contract, the respondent must submit the following information:

- Letter of interest – include a statement referencing experience managing similar events.
- Resume(s) of key personnel and, if applicable, summary of firm qualifications.
- References (minimum of three, of which at least two must be professional).
- Bid Proposal Form
- Information Regarding the Bidder
- Non-Collusion Affidavit
- Bribery Affidavit
- False Pretenses Affidavit
- Certificate of Non-Suspension
- Affidavit of Non-Conviction

Bidders may submit bids for the Market Master position for one or both markets. Responses will be accepted at the College Park City Hall, first floor counter, 4500 Knox Road, College Park, Maryland 20740 or via e-mail to [mstiefvater@collegeparkmd.gov](mailto:mstiefvater@collegeparkmd.gov) until no later than 4:00 pm on March 10, 2014. Responses should be addressed to the Finance Department, sealed and clearly labeled: Farmers Market Master **RFQ CP-14-02**.

#### **Review of Submittals:**

City staff will review all submissions for responsiveness to the RFQ. Individuals and firms will be given consideration. The review will consider the experience and qualifications of the respondents,

work on similar projects, and references. City staff may hold personal or telephone interviews with the most qualified individuals or firms.

- **Responsiveness**  
The successful respondent must demonstrate the ability to respond to the needs of the City. Attention will be given to respondents that demonstrate this with a concise, informative response to this request.
- **Relevant Experience**  
The successful respondent must demonstrate a proven record of capability based on performance history with similar projects.
- **Approach to the Project**  
The successful respondent's approach must demonstrate overall understanding of the market functions and provide a management plan capable of fulfilling those functions.

**Award of Contract:**

The successful respondent will be selected by the Mayor and Council of the City of College Park. In determining which proposal is best, the City will take into consideration the experience, qualifications, references, responsibility, and approach to the project of the respondent, together with a cost proposal for the first year and two option years. The City reserves the right to reject any or all proposals, and to exercise its sole discretion to best serve the interests of the City.

Except where the City exercised the right reserved herein to reject any or all proposals, each Contract will be awarded on a per unit price or lump sum basis, as is in the best interest of the City of College Park.

The successful bidder shall be required to execute a contract in a form satisfactory to the City, in substantially the same form as attached. The City of College Park reserves the right to cancel the Award of the Contract at any time prior to execution of the Contract without liability on the part of the City.

**Execution of the Contract:**

The successful bidder must execute a Contract in substantially the form as included in this bid package within ten business days after the award and submit such other Documents as required by the Contract Documents, including insurance certificates. Failure by the Contractor to execute the Contract and submit such other documents as required by the Contract Documents shall be just cause for annulment of the Award.

If the successful bidder shall fail to execute the contract hereto attached, and as herein provided, the award may be annulled and the contract awarded to the second lowest responsible bidder, and such bidder shall fulfill every stipulation embraced herein, as if he were the original party to whom the award was made, or the City of College Park may reject all of the bids, as its interest may require.

A bidder may submit only one proposal for the Contract. More than one proposal from an individual, firm or partnership, corporation or association under the same or different names will not be considered on any given Contract, and will be considered grounds for disqualification and/or rejection of the proposals involved, unless prior approval has been given by the City.

**Modification of Request for Qualifications:**

The right is reserved, as the interests of the City may require, to revise or amend the request for proposal prior to the date set for opening bids and to postpone the date set for opening bids. Such revisions, amendments and/or postponements will be announced by addendum, a copy of which will be posted on the City's website at [www.collegeparkmd.gov](http://www.collegeparkmd.gov) under the Government tab, then Bids & RFP's.

**Other Requirements and Information:**

- **Liability**

The successful bidder agrees to hold harmless the City of College Park, its agents servants, officials and employees, from any and all claims and liability due to the activity of the successful bidder, its subcontractors, agents or employees in the execution of the contract.

- **Insurance**

**Additional costs associated with the following insurance requirements may be included in the cost proposal.**

The successful bidder shall provide proof of compliance with State law as to workers' compensation and unemployment insurance, and of adequate comprehensive general liability insurance (bodily injury of \$1,000,000 for each occurrence/aggregate; property damage of \$500,000 for each occurrence/aggregate) and automobile fleet coverage (\$1,000,000 for each occurrence/aggregate; property damage of \$500,000 for each occurrence/aggregate). The successful bidder shall indemnify and save harmless the City, its officers, agents, servants, and employees, from all suits, actions, and damages or costs of every kind and description arising directly or indirectly out of the performance of the Contract, including attorneys fees, whether caused by actions or omissions on the part of the successful bidder, its agents, servants and employees, or to other causes.

The City shall be named as an Insured on the Comprehensive General Liability Insurance, the Automobile Fleet Insurance, and the Property Damage Insurance.

The successful bidder shall provide a Certificate of Insurance to the City within ten (10) business days after the award of the Contract. The Certificate shall demonstrate that the successful bidder has complied with the requirements of this section and be in a form acceptable to the City.

- **General**

It shall be the exclusive obligation of the successful bidder to comply with the terms of the proposal submitted to and approved by the City.

- **Billing**

Invoices shall be submitted monthly, or as otherwise agreed by the parties, and must be accompanied by any other documentation required by the City.

*The City of College Park is an Equal Opportunity Employer. Employment decisions are made without regard to race, color, religion, national origin, sex, ancestry, marital status, age, sexual orientation, gender identity, disability, or any other legally-protected characteristic.*

**CITY OF COLLEGE PARK, MARYLAND**  
**RFQ CP-14-02 – FARMERS MARKET MASTER**  
**Bid Proposal Form**

CITY OF COLLEGE PARK  
Finance Department  
4500 Knox Road  
College Park, MD 20740

BID DUE: Monday, March 10, 2014  
TIME: 4:00 p.m. EST

---

(Name of Bidder)

hereby submits the following proposal for the City of College Park Farmers Market Master as more particularly described in RFQ CP-14-02. Having carefully examined the Request for Qualifications, related documentation, the proposed Contractor Agreement and Addenda numbered \_\_\_\_\_ (indicate numbers or N/A if none issued), and having received clarification on all items of conflict or upon which any doubt arose, and understanding that all prices bid will remain in effect throughout the term of the contract, the undersigned proposes to furnish all services required by the documents for the entire work, all in strict accordance with the contract documents, for the stipulated sum of:

**Downtown College Park Farmers Market - Initial contract term:**

Flat fee for each market day:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

Amount in words

Hourly charge for meetings with City staff

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

Amount in words

**Optional one-year terms:**

2015

Flat fee for each market day:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

Amount in words

Hourly charge for meetings with City staff

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

Amount in words

2016

Flat fee for each market day:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

Amount in words

Hourly charge for meetings with City staff

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

Amount in words

**Hollywood Farmers Market - Initial contract term:**

Flat fee for each market day:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

Amount in words

Hourly charge for meetings with City staff and/or Board

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

Amount in words

**Optional one-year terms:**

2015

Flat fee for each market day:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

Amount in words

Hourly charge for meetings with City staff and/or Board

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

Amount in words

2016

Flat fee for each market day:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

Amount in words

Hourly charge for meetings with City staff and/or Board

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

Amount in words

**SPECIAL TERMS AND CONDITIONS**

Failure to properly and completely fill in all blanks may be cause for rejection of this proposal.  
Bidders may bid on one or both options.

It is understood that the proposal price will be firm for a period of 90 calendar days from the proposal opening date, and that, if the undersigned is notified of acceptance of this proposal within this time period, the Bidder shall execute a contract for the above stated compensation.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Individual Authorized to Bind Bidder

Where did you learn about this RFQ?

☐ City Staff

☐ FindRFP.com

☐ eMaryland Marketplace

☐ Other (please specify): \_\_\_\_\_



TO BE SUBMITTED WITH BID

**CITY OF COLLEGE PARK, MARYLAND  
RFQ CP-14-02 – FARMERS MARKET MASTER**

**Information Regarding the Bidder**

NOTE: The information requested on this form may be submitted in a separate document as long as all requested information is provided.

1. Name of Bidder: \_\_\_\_\_  
(Individual/Firm/Corporation)

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

E-mail address: \_\_\_\_\_

2. Is the business incorporated? \_\_\_\_ Yes \_\_\_\_ No

Non-Corporate Business

3. If response to item #2 above is No, list the name and business and residence address of each individual having a 10% or greater financial interest in the business.

Name

Business Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Corporate Business Entities - Please answer items 4 and 5**

4. List the names of all officers of the corporation, their business and residence addresses and the date on which they assumed their respective offices.

Name

Office

Business Address

Date Office  
Assumed

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. List the names of all members of the current Board of Directors, and their business and residence addresses.

<u>Name</u>	<u>Business Address</u>
_____	_____
_____	_____
_____	_____
_____	_____

6. Please provide the following information concerning work that you have done within the last 5 years which is similar to the Bid work.

<u>Entity Name</u>	<u>Level of Involvement</u>	<u>Date Completed</u>	<u>Time Spent</u>	<u>Contact Name &amp; Telephone No.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

7. Bidders will answer the following questions: (The word “you” refers to any individual, partnership, partner and/or corporation and its officers.)

a. Have you ever failed to complete any work awarded to you? \_\_\_\_\_

If yes, state where and why:

\_\_\_\_\_

b. Have you ever been affiliated with some other organization that failed to complete a contract? \_\_\_\_\_

If yes, state name of individual and reason therefor.

\_\_\_\_\_

c. With what other businesses are you affiliated? \_\_\_\_\_

d. Please list all landscape architects, project managers, and outside Contractors who will perform work under the Contract and provide resumes and references. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

e. Identify all personnel who will be employed to perform the work described in the Contract Documents, list their hourly rate(s) and provide resumes.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

f. Please provide at least 3 references, including any Maryland governmental units

or agencies for whom you have worked on a similar project. Include the name and telephone number of your contact with each.

---

---

---

---

g. Identify all subcontractors, materialmen, and suppliers that you intend to use in performing the work under the Contract, and specify the work each is expected to perform.

---

---

---

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Bidder

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

TO BE SUBMITTED WITH BID

**CITY OF COLLEGE PARK, MARYLAND  
RFQ CP-14-02 – FARMERS MARKET MASTER**

**Non-Collusion Affidavit**

\_\_\_\_\_, being duly sworn on oath, deposes and says:

That he/she is the \_\_\_\_\_  
(Owner, Partner, Title if on behalf of a Corporation)

of \_\_\_\_\_,  
(Name of Business, Corporation or Partnership)

the party submitting the foregoing Bid; that (he has not) (no officer of the said Corporation has) (no partner of the said Partnership has) nor has any person, firm or corporation acting on (his/her) (its) (their) behalf; agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Bid being submitted herewith; and that (he/she) (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Bid Price of the Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Bid is submitted; that in making this Affidavit, the affiant represents that he/she has personal knowledge of the matters and facts herein stated. The Affiant hereby declares and affirms under the penalties of perjury that the foregoing is true to the best of his/her knowledge and information.

\_\_\_\_\_(SEAL)

To be signed by Bidder, if the Bidder is an Individual; or by a Partner, if the Bidder is a Partnership; or by a duly authorized Officer, if the Bidder is a Corporation.

TO BE SUBMITTED WITH BID

**CITY OF COLLEGE PARK, MARYLAND  
RFQ CP-14-02 – FARMERS MARKET MASTER**

**Bribery Affidavit**

I, \_\_\_\_\_, the undersigned \_\_\_\_\_  
(Office Held)

of \_\_\_\_\_, being first duly sworn on oath,  
(Name of Business Entity)

affirms and says this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that I hold the aforementioned office  
in

\_\_\_\_\_  
(Name of Business Entity)

the said entity submitting a bid or otherwise applying for a contract with the City of College Park, a municipal corporation in the State of Maryland, for the supply of goods or services, to wit:

FARMERS MARKET MASTER FOR DOWNTOWN COLLEGE PARK  
FARMERS MARKET, HOLLYWOOD FARMERS MARKET, and Related Services

and that to the best of my knowledge, information and belief, no officer, director or partner of:

\_\_\_\_\_  
(Name of Business Entity)

nor any employee thereof directly involved in obtaining contracts with the State of Maryland or any county or other political subdivision thereof has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government for acts or omissions committed. I hereby declare and affirm under the penalties of perjury that the foregoing is true to the best of my knowledge and information.

\_\_\_\_\_(SEAL)

To be signed by Bidder, if the Bidder is an Individual; or by a Partner, if the Bidder is a Partnership; or by a duly authorized Officer, if the Bidder is a Corporation.

TO BE SUBMITTED WITH BID

**CITY OF COLLEGE PARK, MARYLAND  
RFQ CP-14-02 – FARMERS MARKET MASTER**

**False Pretenses Affidavit**

I, \_\_\_\_\_, the undersigned \_\_\_\_\_ (Office Held)

of \_\_\_\_\_, being first duly sworn on oath,  
(Name of Business Entity)

affirms and says this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ that I hold the aforementioned office  
in

\_\_\_\_\_  
(Name of Business Entity)

I FURTHER DECLARE AND AFFIRM, under the penalties of perjury, that neither I nor, to the best of my knowledge, information and belief, the above Business Entity nor any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the City, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.

\_\_\_\_\_(SEAL)  
To be signed by Bidder, if the Bidder is an Individual; or by a Partner, if the Bidder is a Partnership; or by a duly authorized Officer, if the Bidder is a Corporation.

TO BE SUBMITTED WITH BID

**CITY OF COLLEGE PARK, MARYLAND  
RFQ CP-14-02 – FARMERS MARKET MASTER**

***Certificate of Non-Suspension***

I, \_\_\_\_\_, do hereby certify that  
\_\_\_\_\_ has not been suspended or barred from  
(Name of Bidder)  
participation in contract activities with any government.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

TO BE SUBMITTED WITH BID

**CITY OF COLLEGE PARK, MARYLAND  
RFQ CP-14-02 – FARMERS MARKET MASTER**

**Affidavit of Non-Conviction**

I hereby affirm that:

- (1) I am the \_\_\_\_\_ (Title) and duly authorized representative of \_\_\_\_\_ (Name of Business Entity) whose address is \_\_\_\_\_ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
- (2) Except as described in Paragraph 3 below, neither I nor the above firm nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported).
- (3) State “none” or, as appropriate, list any conviction, plea or admission described in Paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

---

**I acknowledge that this affidavit is to be furnished, where appropriate, to the City of College Park, Maryland, under Section 16-311 of the State of Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of College Park, Maryland, may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.**

I do solemnly declare and affirm under the penalties of perjury that the contents of the affidavit are true and correct.

---

Date

---

Signature



**CITY OF COLLEGE PARK, MARYLAND**  
**RFQ CP-14-02**  
**Sample Contractor Agreement**

**THIS CONTRACTOR AGREEMENT** (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between CITY OF COLLEGE PARK (the "City"), a municipal corporation of the State of Maryland, whose address is 4500 Knox Road, College Park, Maryland 20740 and \_\_\_\_\_, hereinafter referred to as "Contractor," whose address is \_\_\_\_\_.

**WHEREAS**, Contractor desires to act for the City as an independent contractor to act as market master and to manage the Downtown College Park Farmers Market and/or the Hollywood Farmers Market, including on-site in-season operation, and

**WHEREAS**, the City desires that Contractor provide such services.

**NOW, THEREFORE**, in consideration of the premises and mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Appointment.** The City hereby engages Contractor, as an independent contractor to act as market master and to manage the Downtown College Park Farmers Market ("DCPFM") and/or Hollywood Farmers Market ("HFM"), including on-site in-season operation, as more particularly described in the Request for Qualifications CP-14-02, Farmers Market Manager, attached hereto and incorporated herein by this reference, and Contractor hereby accepts such work, subject to the terms and provisions of this Agreement.

**2. Scope of Services.** Pursuant to the Agreement, the Contractor agrees to furnish all the material and perform all of the work in compliance with the requirements and standards contained in the Contract Documents, as defined herein. All work shall be performed in accordance with the standards in the industry. The following Contractor services are included as part of this Agreement:

The scope of services outlined below is to be used as a general guide and is not intended to be a complete list of tasks necessary to complete the market master role. Selection of vendors is not part of the scope of services.

*On-Site Market Management for DCPFM*

- Manage on-site and personally attend the weekly markets, which run from early April to late November, opening at 10:00a.m. and closing at 2:00p.m. each Sunday to include set up and break down, vendor placement and management, security, parking, removal of trash, litter, and recycling. Approximately 31 market days per season.
- Manage an information tent at the weekly market.

- To the extent possible ensure compliance by the market and by all vendors with all applicable government rules and regulations, as well as the market's operational guidelines; during market operation, resolve on-site vendor and customer issues; and coordinate with the City to resolve any ongoing issues. The final authority to retain or discharge market vendors lies with the City.
- Prepare and communicate monthly reports to the City detailing participation numbers, customer suggestions and complaints, and any other information requested by City staff. .
- Coordinate events on the market day including cooking demonstrations, contests, music performances, and games. Arrangements for these events will be made prior to the market day by City staff.
- Meet with City staff as necessary.

*On-Site Market Management for HFM*

- Manage on-site and personally attend the weekly markets, which run from early April to late November, opening at 9:00a.m. and closing at 1:00pm each Saturday to include set up and break down, vendor placement and management, security, parking, removal of trash, litter, and recycling. Approximately 33 market days per season.
- Manage an information tent at the weekly market.
- To the extent possible ensure compliance by the market and by all vendors with all applicable government rules and regulations, as well as the market's operational guidelines; during market operation, resolve on-site vendor and customer issues; and coordinate with the HFM Board to resolve any ongoing issues. The final authority to retain or discharge market vendors lies with the HFM Board of Directors.
- Prepare and communicate monthly reports to City staff and the HFM Board detailing participation numbers, customer suggestions and complaints, and any other information requested by City staff and the HFM Board.
- Coordinate events on the market day including cooking demonstrations, contests, music performances, and games. Arrangements for these events will be made prior to the market day by the HFM Board.
- Meet with City staff and the HFM Board as necessary.

**3. Contract Term.** The initial contract term is \_\_\_\_, 2014 through November 30, 2014. The contract may be extended at the option of the City for two additional one year terms. All work shall be performed pursuant to the project schedule submitted by the Contractor. It is understood by the parties hereto that time is of the essence in the completion of the services under this Agreement. Paragraph 7 herein shall survive termination of the Agreement.

**4. Contract Price.** The City agrees to pay the Contractor, as consideration for the Contractor's satisfactory performance of all obligations under this Agreement, a sum not to exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_.), which shall include all incidental costs, including, but not limited to, travel, printing, copying, binding, telephone, drawings, diagrams and photographs. Invoices for payment of services may be submitted on a monthly basis or as otherwise agreed by the parties and must be accompanied by a statement of work performed and any

other documentation required by the City. Invoices will be paid after approval by the Planning Director and Director of Finance.

Additional services related to this project but not included in the scope of work in this RFQ shall be provided by the Contractor on an as-needed basis as directed by the City in writing. Such services shall be billed to the City at the hourly rates established by Contractor's bid or as otherwise approved by the City. Except as noted herein, in no event shall the amount billed by the Contractor exceed that amount attributed to the work completed as of the date of the bill.

**5. Contract Documents.** This Agreement and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the contract and are termed the Contract Documents:

- Request for Qualifications Submission
- Request for Qualifications CP-14-02 and attachments thereto
- Information Regarding the Bidder
- Required affidavits and certifications

**6. Other Payments; Expenses; Taxes.** The City will not be responsible for any cost or expenses of operation of any kind associated with Contractor's provision of services pursuant to this Agreement, except as set out herein. Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of his obligations under this Agreement.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Contractor, as an independent Contractor of the City, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Contractor is deemed not to be an independent Contractor by any local, state or federal governmental agency, Contractor agrees to indemnify and hold harmless the City for any and all fees, costs and expenses, including, but not limited to, attorneys' fees incurred thereby.

**7. Insurance.** Contractor will purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance, and workers' compensation insurance with limits of not less than those set forth below. The City has agreed to pay the costs of the required insurance, not to exceed \_\_\_\_\_, as part of the contract price. On each policy, Contractor will name the City of College Park as an additional insured.

- A. Comprehensive General Liability Insurance
  - (1) Personal injury liability insurance with a limit of \$1,000,000 each occurrence/aggregate;
  - (2) Property damage liability insurance with limits of \$500,000 each occurrence/aggregate.All insurance shall include completed operations and contractual liability coverage.
- B. Automobile Liability Coverage. Automobile fleet insurance \$1,000,000 for each occurrence/ aggregate; property damage - \$500,000 for each occurrence/aggregate.)
- C. Workers' Compensation Insurance. Contractor shall comply with the of workers' compensation insurance. The City will deduct a predetermined percentage of each payment to any Contractor who has failed to provide a Certificate of Insurance for workers' compensation, in order to defray coverage costs of the City. This percentage is subject to change. The Contractor will be provided notification of any change. All corporations are required to provide workers' compensation certificates of insurance.

Contractor covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Contractor on behalf of the City under this Agreement and will name the City as an insured under such policy. Copies of the certificates of insurance for all required coverage shall be furnished to the City prior to beginning work.

Provision of any insurance required herein does not relieve Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

**8. Indemnification.** The Contractor shall indemnify and save harmless the City, its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, including attorneys' fees, arising directly or indirectly out of the performance of the contract, whether caused by the negligent or intentional act or omission on the part of the Contractor, its agents, servants, employees and sub-contractors.

**9. Licenses, Permits, Applicable Laws.** Contractor will be responsible for obtaining any and all licenses pertaining to performance of work under the Agreement. All services and materials provided by Contractor shall conform to all applicable laws and regulations.

**10. Materials and Standard of Work.** All work performed and material provided pursuant to this Agreement shall be in conformance with standards and specifications applicable in the industry. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable

materials or workmanship shall be rejected and shall be made good by the Contractor at Contractor's expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Contractor.

**11. Subcontracting.** The Contractor may not subcontract any work required under this Agreement without the consent of the City. If the Contractor wishes to subcontract any of the said work, it must provide subcontractor names, addresses, and telephone numbers and a description of the work to be subcontracted. The Contractor is not relieved of primary responsibility for full and complete performance of any work delegated to the subcontractor. There shall be no contractual relationship between the City and the subcontractor.

**12. Accurate Information.** The Contractor certifies that all information provided in response to the Request for Qualifications or other requests for information is true and correct. Any false or misleading information is grounds for the City to reject the bid and terminate this contract.

**13. Errors in Specifications.** The Contractor shall take no advantage of any error or omission in the specifications. The City shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

**14. Construction and Legal Effect.** This Agreement, including all Contract Documents, constitutes the entire understanding between the parties. No modification or addition to this Agreement shall have any effect unless made in writing and signed by both parties hereto.

**15. No Assignment.** This Agreement shall not be assigned or transferred by Contractor, whether by operation of law or in any other manner, without prior consent in writing from the City. In the event of insolvency of either party, this Agreement shall terminate immediately at the election of the other party.

**16. Relief.** The Contractor recognizes the substantial and immediate harm that a breach or threatened breach of this Agreement will impose upon the City, and further recognizes that, in such event, monetary damages may be available to the City. Accordingly, in the event of a breach or threatened breach of this Agreement, Contractor consents to the City's entitlement to seek ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the City's rights hereunder and preventing the Contractor from further breaching any of its obligations set forth herein. Nothing herein shall be construed as prohibiting the City from pursuing any other remedies available to the City at law or in equity for such breach or threatened breach, including the recovery of damages from Contractor.

**17. Termination for Default.** Notwithstanding anything to the contrary herein, this Agreement may be terminated upon the failure of the Contractor to deliver work, supplies, materials or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents, each of which shall constitute a breach of this Agreement. In such event,

the City may give notice to the Contractor to cease work until the cause for such order has been eliminated. Should the Contractor fail to correct such default within 24 hours after receipt of notification, the City may terminate this Agreement. This provision shall not limit the City in exercising any other rights or remedies it may have.

**18. Termination for Convenience.** The performance of work or delivery of services under this Agreement may be terminated in whole or in part at any time upon written notice when the City determines that such termination is in its best interest. The City will be liable only for labor, materials, goods, and services furnished prior to the effective date of such termination.

**19. Notices.** All notices shall be sufficient if delivered in person or sent by certified mail to the parties at the following addresses:

City:

Joseph L. Nagro, City Manager  
City of College Park  
4500 Knox Road  
College Park, MD 20740-3390

Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**20. Costs.** In the event of any breach or failure by a party to fulfill any term, covenant or provision of this Agreement, the breaching party shall be responsible for any and all costs and expenses, including reasonable attorneys' fees, incurred on account of such breach.

**21. Enforcement Provisions.** The failure of the City or Contractor, at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, will in no way be construed to be a waiver of such provisions or right, or in any way to affect the validity of this Agreement. The exercise by either party of any rights under this Agreement shall not preclude or prejudice the subsequent exercise of the same or any other rights under this Agreement.

**22. Governing Law.** This Agreement shall be governed by the laws of the State of Maryland, excluding its conflict of law rules, as if this Agreement were made and to be performed entirely within the State of Maryland.

**23. Severability.** If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

**24. Set-Off.** In the event that Contractor shall owe an obligation of any type whatsoever to the City at any time during the term hereof or after termination of the relationship created hereunder, the City shall have the right to offset any amount so owed by the Contractor against any compensation due the Contractor from the City.

**25. Damage Claims.** The Contractor shall make no claim for extra monetary compensation for delays, whether ordered by the City or not, caused by delays in funding, governmental approvals, private or public companies' actions, inclement weather, site conditions, or from any cause whatsoever.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement under seal the day and year first above written.

ATTEST:

CITY OF COLLEGE PARK, MARYLAND

\_\_\_\_\_  
Janeen S. Miller, CMC, City Clerk

By: \_\_\_\_\_  
Joseph L. Nagro, City Manager

WITNESS:

CONTRACTOR

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
Suellen M. Ferguson  
City Attorney